

Exhibit I
Documents produced by Preston Sterling Kerr

Law Offices of P. STERLING KERR

May 18, 2018

Justin Baraglia;
[REDACTED]

Brian Johnson (Meta-Tech Consultants L.L.C.);
[REDACTED]

David Saffron (Kinetic Marketing Systems Inc.)
[REDACTED]

RE: Legal Services for Creation of Joint Venture Agreement, Cayman Island hedge fund

Gentleman,

We are pleased that you are considering our firm for legal services. This letter will confirm our discussion regarding engagement of this firm and will describe the basis on which our firm will provide legal services on behalf of Justin Baraglia, Brian Johnson (Meta-Tech Consultants L.L.C.); David Saffron (Kinetic Marketing Systems Inc.).

Accordingly, we submit for your approval the following provisions governing our engagement. If you are in agreement, please sign the enclosed copy of this letter in the space provided below. If you have any questions about these provisions, or if you would like to discuss possible modifications, do not hesitate to contact us. Again, we are pleased to have the opportunity to serve you.

CLIENT. Our client in this matter will be Meta-Tech Consultants L.L.C., Justin Baraglia, Brian Johnson (Meta-Tech Consultants L.L.C.); David Saffron (Kinetic Marketing Systems Inc.) and is referred to in this letter as the "Client."

SCOPE. We are engaged to provide the Client with the following services:

- Separation of a joint venture agreement between Kinetic Marketing Systems Inc. and Meta-Tech Consultants L.L.C.;
- Creation of a general partner under Cayman law (for registration of Meta-Tech Consultants L.L.C. as a foreign Corp doing business in the Cayman Island);
- Creation of Cayman hedge fund (Omicron Propriety Fund, LP)
- Creation of Limited Partner agreement for hedge fund;
- Creation of Disclosure documents;
- Creation of Accredited investor questionnaire, subscription agreement (or equivalent Cayman custody documents)
- Law Firm to act as one of the directors of the Cayman entity;
- Filing of required REG. D 506 (c)

We may agree to expand or limit the scope of our representation from time to time; however, any expansion or limitation must be confirmed in a writing signed by you and us.

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SDKD-Kerr-0000000001

TERM. Our representation shall continue on an as needed basis. In addition, either the Client or the firm may terminate our engagement at any time for any reason upon notice to the other. Our right to terminate may be limited by the applicable rules of professional conduct. In the event that we terminate the engagement, we will take such steps as are reasonably practicable to protect the Client's interests in the above matter and, if the Client requests, we will suggest possible successor counsel and provide that counsel with whatever materials Client provided to us. If permission for withdrawal is required by a court, we will promptly apply for that permission, and you agree to engage successor counsel to represent the Client.

PERSONNEL. The attorney executing this Agreement on behalf of our firm will be the principal attorney responsible for handling this matter on behalf of the Client; however, the Client agrees that certain portions of the legal work may be delegated to other attorneys and staff within the firm within the reasonable discretion of the principal attorney. This delegation may require meetings which expend the time for which you will be billed. In addition, if in the opinion of the principal attorney, it is necessary for the timely or proper handling of the matter, our firm may on behalf of the Client retain local or other legal counsel, court reporters, photographers, surveyors, title companies, appraisers, and experts either as witnesses or advisors. In the event our arrangement with other legal counsel would involve a division of our fee, we will advise you and assume your approval unless you promptly inform us otherwise.

FEES. Our fees will be based on the time spent, with the minimum billable increment of time being one-tenth (.1) of an hour and will be paid by the Client. The services for which you may be charged include, for example, telephone and office conferences, contract drafting, conferences among our employees, research, correspondence, opinions, memoranda, court appearances, depositions, preparation of litigation documents, travel, and related papers. Rates for each attorney, paralegal and law clerk are based upon that person's experience, years in practice, expertise, and professional achievement. The Firm's current rates are as follows:

The Firm adjusts these rates from time to time typically on an annual basis. The firm will notify you of adjustments, and you will be responsible for paying the rates in effect following that notice. On certain occasions we may quote to you a flat fee for certain services. These fees are typically confirmed in writing as is the scope of the legal work to be performed for that fee.

EXPENSES. In the course of providing services for the Client, we often incur expenses. These expenses may include, but are not limited to, charges for serving and filing papers, courier or messenger service, recording or certifying documents, depositions, transcripts, investigations, witnesses, computer research charges, long-distance telephone calls, copying charges, overtime and overload clerical assistance, travel expenses and postage. We will bill expenses to you as they are accrued. Large disbursements may be billed in advance, while certain costs associated with litigation-related work, including, for instance, the charges of expert witnesses and the charges of other law firms (acting, for example, as local counsel) may be forwarded to you for direct payment to the billing party. Although we may provide estimates for charges to be incurred by us in the course of our legal representation, such estimates are, by both their prospective nature and the uncertainty of any legal representation, necessarily inexact. Accordingly, we cannot be bound by any estimates. Travel expense of attorney to Cayman Island for initial setup will be included in the initial retainer. Expenses payable to Cayman attorney will be included in initial retainer. Filing fees to accomplish the scope of the legal work in this agreement shall be included in the retainer. However, audits, bank custody fees and registered agent fees on an annual basis are to be paid for by client and are not included in the initial retainer.

RETAINER. You have agreed to pay on the date of this Agreement an initial retainer of one hundred thousand US dollars (\$100,000.00) as an advance against our fees and expenses. This payment will be deposited in our trust account. We may withdraw from this amount, sums as payment towards our billings.

BILLING. We will submit billings from time to time to you. All billings shall be due and payable upon receipt. Payment is due within fifteen (15) days from the billing date. If payment is not received within one (1) month from the billing date, the outstanding balance will accrue interest at the rate of eighteen percent (18%) per annum, (1.5% per month) from the billing date until paid in full.

LIEN. You agree that our firm will have a lien on all claims made by us on behalf of the Client on any proceeds derived therefrom, and on Client records, money and property in our possession for any sums due to us from you.

FAVORABLE OUTCOME NOT GUARANTEED. Our firm makes no warranty or representation concerning the successful termination of the matter or the favorable outcome of any legal action that may be undertaken. All statements by our personnel are statements of opinion only.

RETENTION OF FILES. Upon termination of our engagement, Client may upon written request, take possession of all of Client's files including any property or items furnished by Client or otherwise relating to the services. We have the right to retain copies at our expense of all items contained in those files. If Client does not elect to take custody of the files, we will retain the files for what we consider to be a reasonable time at which time the files will be disposed of without further notice to you. Our current policy is to dispose of all files five (5) years after termination of our engagement, and you agree that we may do so.

POST ENGAGEMENT MATTERS. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

CLIENT RESPONSIBILITIES. You agree to cooperate fully with us and to provide promptly all information known or available relevant to our representation. You agree to notify us promptly of any change in the address or contact data for Client.

CONFLICTS. As we have discussed, you are aware that the firm represents many other companies and individuals. It is possible that during the time that we are representing the Client, some of our present or future clients will have disputes or transactions with the Client. The Client agrees that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for the Client even if the interests of such clients in those other matters are directly adverse. We agree, however, that the Client's prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Client, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to the Client's material disadvantage. If the Client affiliates with, acquires, is acquired by, or merges with another company, you will provide us with sufficient notice to permit us to withdraw as your attorneys if we determine that such affiliation, acquisition, or merger creates a conflict of interest which precludes our continued representation in this matter. You should know

that, in similar engagements letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Client under this engagement letter agrees that there is an inherent conflict of interest between Meta-Tech Consultants L.L.C. and Kinetic Marketing Systems Inc. This conflict is created because law firm is drafting a joint venture agreement between these two entities. Both Meta-Tech Consultants L.L.C. & Kinetic Marketing Systems Inc. agree to wave this conflict and allow law firm to create a joint venture agreement on their respective behalves.'

ARBITRATION. The attorney-client relationship is one of mutual trust and confidence. Whenever you have any questions or concerns regarding our services, please do not hesitate to contact our offices. Should a dispute arise between Client and our firm that cannot be resolved informally, the firm and we agree to arbitrate the dispute. We would jointly select an arbitrator. If we were unable to agree on an arbitrator, two arbitrators shall be selected with one selected by you and one by us. The selected arbitrators shall select a third arbitrator who would serve as chairman. The arbitrator or arbitrators would establish the rules of arbitration, and shall act by majority vote if more than one. A decision of the arbitration or arbitrators would be final and binding subject only to the Nevada Rules of Professional Conduct.

CHOICE OF LAW. Our engagement is entered into under and shall be governed by the laws of the state of Nevada excluding its choice of law provisions, even if our services involve actions and representation in other jurisdictions.

INTEGRATION. This Agreement constitutes the full and complete understanding between you and our firm. Any other oral or written prior agreements or understandings are superseded hereby. Any amendment to this engagement must be in writing signed by all parties.

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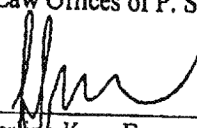
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Please sign and date the accompanying copy of this letter and return to our office using the enclosed envelope or by facsimile or electronic mail. Your signature delivered by facsimile or electronic mail will be effective as an original. The effective date of this Agreement will be the date we receive copies showing execution by the Client and payment of the initial retainer.

If you have any questions about the provisions of this letter, please contact me. We appreciate your confidence in us.

Sincerely,

The Law Offices of P. Sterling Kerr

By: 
P. Sterling Kerr, Esq.

I have read, understand, and agree to the terms of the above engagement letter:


Meta-Tech Consultants L.L.C

By: 
Brian Johnson

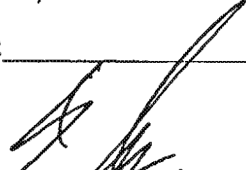
Date: _____

By: 
Justin Baraglia

Date: _____

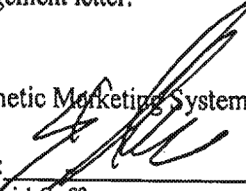
By: 
Brian Johnson

Date: _____

By: 
David Saffron

Date: _____

Kinetic Marketing Systems Inc.

By: 
David Saffron

Date: _____

From: J Damien Scott <damien@bedrockspecialprojects.com>
Date: Monday, August 6, 2018 at 4:00 PM
To: "conor.neu@pieram.com" <conor.neu@pieram.com>
Cc: Sterling Kerr <sterling@sterlingkerrlaw.com>
Subject: David Gilbert Saffron - KYC Background Information

Conor -

Our firm has been providing comprehensive security and investigation services to David Saffron since January of 2018. We've had multiple opportunities to vet David and to verify the source of his funds (BitCoin).

In all of the time we have known him and throughout multiple spot checks, we've never found any inconsistency in his "story", his background or identity. We understand how he works with BTC and a few other alt currencies to produce a considerable expansion of his holdings.

We are aware of two primary websites providing false information about David and that these sites are to the very best of our knowledge, completely false. From these sites, there has been a viral transmission of "fake news" that can be found all over the Internet. Two persons are primarily responsible for these false claims: Ida Smith and Frank Calabro. Both persons have been attempting to extort our client for money in order to remove these claims.

David Saffron is not involved in any type of criminal activity. Our investigators would have uncovered something by now if he was.

In support of his background, we've verified his identifiers as:

DAVID GILBERT SAFFRON

██████████ LOS ANGELES, CA ██████████ (LOS ANGELES COUNTY)

Date of Birth: ██████████, Born 46 years ago

Australian National - Passport Holder

He has no bankruptcies or liens, nor does he appear on a global watchlist.

Please contact me if you have any questions.

J Damien Scott
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Bedrock Special Projects Group
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[J Damien Scott LinkedIn Bio](#)
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